

DESIGN BUILD TEAM A G E N D A

Date: May 16, 2002
Time: 1:00 PM
Place: Tacoma AGC Building

<u>Attending:</u>	Ted Aadland	_____	Tom Gaetz	_____	Rick Singer	_____
	Bob Adams	✓	Kim Henry	_____	Keith Sabol	_____
	Tom Baker	_____	Max Kuney	✓	Scott Sawyer	✓
	Jeff Carpenter	✓	Craig McDaniel	✓	Amy Revis	_____
	Forrest Dill	✓	Dan Patsula	✓	Fred Tharp	✓
	Phil DuPuis	_____	Harold Peterfeso	_____	Tom Zamzow	_____
	Dave Dye	_____	Gerry Gallinger	_____		

Opening: Minutes, Misc Business
 Forrest Dill is no Longer with RCI. He has applied for Associate Member Status.

It was agreed that, through the Summer, the team would meet every other month. The urgency to get the issues addressed has abated somewhat with the current funding scenarios. A discussion on OCIP has been scheduled for the June meeting. We'll skip the scheduled July meeting.

Old Business
 None

Assignment List (ongoing)

<u>Who</u>	<u>What</u>	<u>By When</u>
Rick Singer	Provide update of environmental risk assessment worksheet Rick was not in attendance. He is continuing to progress through the definition of each environmental permit and is developing a list of those permits which could be allocated to the Design-Builder.	
Jeff Carpenter	Prepare new chapter in D-B Guidebook covering Risk Assessment The risk matrix has the potential to have a major impact on how WSDOT develops future design-build projects. We'll get this into the Design-Build Guidebook as soon as possible.	

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Jeff Carpenter Provide update of “Innovative Contracting Website” ongoing
The WSDOT compliant website is now up and running. It contains the same information as before but the format now fits in with WSDOT guidelines. Minutes for the WSDOT/AGC/ACEC Design-Build Team are also posted on this website.

Pilot Project Update

The project is going along well. There are two potential issues which may go before the DRB. A full report will be made if either of these is brought before the DRB.

A larger challenge WSDOT has is what elements including in the Best and Final Proposal (BAFP) should be incorporated into the contract. The current contract incorporates the entire BAFP and requires that any change to the initial design be documented. This can be ponderous and has the potential to adversely impact the spirit of design-build. How can a project office allow some elements to be modified as the design evolves (grades, superelevation rates, tapers, etc.) while ensuring that other elements are not reduced (preferred weave length, conservative bridge design, maximum bridge clearance, superior traffic control configuration, etc.).

The current pilot project does not differentiate between minor and major changes.

How can WSDOT ensure that the elements promised in the proposal are delivered without having to enforce every drawing/detail?

One consideration is for WSDOT to identify “betterments” within the proposal. If, during the technical proposal evaluation, a particular element goes beyond what is required in the RFP WSDOT would specifically identify it as a betterment. The list of betterments would be included with the execution letter so that all parties would start the contract with the same expectations. The submitted price would not be allowed to change for these betterments but both parties would go in with an agreed to project expectation. This would still allow the design-builder the freedom to continue to develop the final design but protect the owner from getting less than they felt was promised.

New Business

Back-up (warranty) of owner provided data.

As previously discussed. The challenge on this is to go as far as a reasonable in the site investigation. (all information will have to be warrantied by WSDOT to have any value)

A responsibility chart, similar to the risk matrix, should be developed for each project. This could help to avoid confusion as to which party holds the responsibility for a task.

Also, an owner should know not to bury any known data. If it exists then it should be disclosed. If the owner lacks confidence in the data then this can be shared with the design-builders.

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Stipends? How large?

A range of data was presented to the team. Of the 21 projects sampled, the stipend percentage ranged from 0.00% (five projects) to 0.45% (two projects).

It was generally agreed that the stipend amount on the SR 500 project may have been low due to the level of information requested on the project (20 million est, \$50,000 stipend, 0.25%)

The larger projects tend towards a lower percentage

(I-15 - 1.5 Billion - \$950K 0.063%)

(Sound Transit – 500 Mil – 900K 0.18%)

If WSDOT went with a fixed high percentage it may not be acceptable to the taxpayers (a 0.38% honorarium would pay \$75,000 for a \$20 million project but would pay \$3.75 million for a billion project).

It was agreed that a sliding scale for payment should be established. The level of effort for a smaller project (percentage) will likely be higher than for a higher project. Design-Builders should not be entitled to a profit but WSDOT should not be looking for free design effort either.

General Engineering Consultant

Can they be involved in a DB team?

Subconsultants – same question ?

This matter has effectively been answered by UCO under the I-405 project. It was agreed that ultimately, it is a matter of available resources. If WSDOT ties up too many design firms under the RFP preparation it may hamper competition/effectiveness of the design-build teams.

Should WSDOT set contract time or leave it to DB firms (A+B format)?

Fairly straightforward one. If WSDOT does value time then it is acceptable to weight the proposed schedule in the technical scoring portion of a proposal.

As the technical score has a direct monetary competitive value providing points for an aggressive schedule can be an acceptable way for WSDOT to ensure that the project has the appropriate number of days.

It should be noted that the risk for weather would still belong to WSDOT.

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Future Meetings

June 20th @ Tacoma AGC (1:00 pm)

~~July 18th @ Tacoma AGC (1:00 pm)~~

August 22nd @ Tacoma AGC (1:00 pm)

Team's Future Items

RFP Development

- | | |
|--|---|
| ✓ Preliminary design percentage/effort | Pending DB Guidebook Update |
| Environmental permits | Ongoing |
| Right of Way acquisition / timelines | New workgroup |
| Utility Agreements | New workgroup |
| ✓ Local Agency Agreements | Pending DB Guidebook Update |
| ✓ Risk Allocation | Pending DB Guidebook Update |
| ✓ Design-Builder's role in RFP Development | Pending DB Guidebook Update |
| OCIP insurance | Scheduled for June 20th meeting |
| ✓ Back-up (warranty) of owner provided data. | Pending DB Guidebook Update |
| Stipends? How large? | |
| ✓ General Engineering Consultant | Pending DB Guidebook Update |
| Can they be involved in a DB team? | |
| Subconsultants – same question ? | |
| ✓ Should WSDOT set contract time or leave it to DB firms (A+B format)? | |

Selection Process

- Scoring matrix
- Confidentiality
- Should scoring criteria be public?
- What amount of time should WSDOT provide?
 - For developing the RFQ?
 - For preparing the SOQ?
 - For evaluating/shortlisting the SOQ?
 - For developing the RFP?
 - For preparing the proposal?
 - For evaluating/scoring the proposal?
- Should WSDOT provide a mechanism to alter price/technical proposal following submittal? To what level?
- Short list only three or expand: from three to five?
- Warranties
- Co-location – mandatory or points oriented?

Contract Administration

- What portion of the Best and Final Proposal should be binding?
- Can WSDOT take intermediate buy-off?
- What constitutes a change on a design-build project?
- Change Procedures
- DRB/Conflict Resolution

AGC/WSDOT ADMINISTRATION TEAM

A G E N D A (cont)

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WSDOT involvement in design review

QC/QA Plan. (WSDOT involvement?)

Special Provisions

Final owner acceptance